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Elementary text-books

1928

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Elementary Text-books

LAW

METHOD OF DISTRIBUTION

STATE ADOPTED LIST

SUPPLEMENTARY LIST

PUBLISHERS

1928



STATE BOARD OF EDUCATION

A. W. MCLEAN, Governor, *President*.

J. ELMER LONG, Lieutenant Governor.

J. A. HARTNESS, Secretary of State.

BAXTER DURHAM, State Auditor.

B. R. LACY, State Treasurer.

D. G. BRUMMITT, Attorney General.

A. T. ALLEN, Superintendent of Public Instruction, *Secretary*.

ELEMENTARY TEXT-BOOK COMMISSION

A. E. AKERS, *Chairman*, Roanoke Rapids.

MISS RUTH GUNTER, *Secretary*, Sanford.

MISS ETHEL MCNAIRY, Statesville.

MISS ANNE HOLDFORD, Raleigh.

BENJ. L. SMITH, Spindale.

R. G. FITZGERALD, Greenville.

CHESTER C. HAWORTH, Burlington.

INTRODUCTORY NOTE

Article 30, Chapter 136, Public Laws of 1923, changes the method of adopting elementary text-books for the schools of the State. This law provides that not more than one major and two minor subjects can be changed in any one year, provided satisfactory arrangements are made as to prices and distribution in the indefinite contracts for the remaining books. In this way the change of a great number of books in any one year is avoided.

The Text-book Commission in its report of November 1, 1927, submitted to the State Board of Education multiple lists in the major subject of language and grammar and in the minor subject of health. From these lists adoptions were made for a five-year period. These contracts are valid as of June 1, 1928, and become effective in the school year 1928-29. All other books now on the list were contracted for in indefinite contracts, that is for not less than one nor more than five years.

In renewing the old contracts for elementary text-books and in making new contracts, the State Board of Education made every effort known to it to secure the lowest possible retail prices to the patrons of the public schools. In order to do this it was found necessary to make two kinds of contract. For the information of boards of education, local dealers, and patrons of the schools the law, both contract forms, and the list of books under each form of contract, are printed herein. The expression "central depository" and "local depository" are clearly defined in these contract forms.

The main features in the two contract forms are as follows:

a. **The retail contract.** Under the retail form of contract the local depositories secure their books through a central depository located in Raleigh. The books are delivered prepaid to the local depositories on consignment, and are sold to the patrons at the contract prices printed on the back of the book. After deducting its commission, the local depository settles with the central depository. Under section 4 of the retail contract form the following companies have been designated to sell their books in this way:

Ginn and Company

D. C. Heath and Company

Houghton Mifflin Company

Johnson Publishing Company

Laidlaw Brothers, Inc.

Row, Peterson & Company

Scott, Foresman and Company

University Publishing Company

Alfred Williams & Company

Zaner & Bloser Company

b. **The wholesale contract.** Under the wholesale form of contract the local dealer buys direct from the publisher at the net f. o. b. prices printed herein. The local dealer also pays the carrying charges on these books, as the prices listed herein are f. o. b. prices. The local dealer then retails them to the patrons of the public schools at a price not to exceed the retail price printed on the cover of each book, which retail price has been fixed, under the contract, by the State Board of Education. This is a purchase and not a consignment. The following companies have signed the wholesale contract:

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Allyn and Bacon
American Book Company
Iroquois Publishing Company

A. N. Palmer Company
Practical Drawing Company
Silver, Burdett & Company

c. **Boards of education.** Under the terms of these contracts county and city boards of education may purchase books direct from all publishers at the f. o. b. prices printed herein. This is a purchase and not a consignment, and under the terms of the contract the boards of education will be responsible for the carrying charges. County and city boards of education may also, in their discretion, secure the books of the ten publishers with retail contracts from the central depository on consignment, freight prepaid, less the commission of 10 % on the retail price ordinarily allowed local dealers.

After obtaining the books either on consignment or by direct purchase, the county or city board of education may sell the books to the patrons of the schools at a price not to exceed the retail price printed thereon. If the board of education sees fit, it may sell these books at cost, thereby saving the patrons of the school 10 % of the retail price.

d. **Local depositories.** Under the terms of the retail contract, local depositories must secure the books of the ten publishers having retail contracts from the central depository on consignment with freight prepaid. They may secure the books from the six publishers holding wholesale contracts at the net f. o. b. prices printed herein. In this latter case the local depository must pay the carrying charges, as this is a direct purchase and not a consignment.

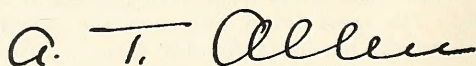
All local depositories should keep on hand at all times all of the adopted books of all the publishers, so that the patrons of the schools will not be inconvenienced in purchasing these books.

On the new language and health books there is an exchange price valid until January 1, 1929. (See section 3 of the retail contract.)

The books to be used in the elementary grades (1-7) are listed by subjects and by form of contract under which each book may be sold to the patrons of the schools. These books are also listed by the grades in which they are to be taught. Superintendents will observe that there is a considerable reduction in price on forty-five of the fifty-four books listed.

The Text-book Commission made no recommendation of changes in the supplementary books. This list, therefore, is the same as used heretofore, with the exception that there is a change in price on several of the books.

It is hoped that this new plan of distribution will prove beneficial both to the patrons and publishers, to the end that elementary books may be supplied in a convenient manner, and at a less price than has been possible heretofore.



State Superintendent of Public Instruction.

April 16, 1928.

LAW

(Public Laws of 1923, Chapter 136, Article 30)

TEXT-BOOKS FOR ELEMENTARY GRADES

Sec. 320. State Board of Education adopts. The State Board of Education is hereby authorized to adopt text-books for use in all elementary public schools of the State supported wholly or in part out of public funds, and six months before the expiration of the contracts now in force it shall adopt for a period of five years from a multiple list submitted by the text-book commission, as hereinafter provided, two basal primers for the first grade and two basal readers for each of the first three grades, and one basal book or series of books on all other subjects contained in the outline course of study for the elementary grades where a basal book or books are recommended for use: Provided, the State Board of Education may enter into contract with a publisher for a period less than five years, if any advantage may accrue to the schools as a result of a shorter contract than five years.

Sec. 321. Books adopted for an indefinite period. At the expiration of the contract now existing between the State Board of Education and the publisher for any particular book or books, the State Board of Education, upon satisfactory agreement with the publisher, may continue the contract for any particular book or books indefinitely; that is, for a period not less than one nor more than five years.

The State Board of Education may, at any time it finds a book unsatisfactory, call for a new report from the Text-book Commission on that subject adopted for an indefinite length of time. Moreover, the Text-book Commission at any time, with the approval of the State Superintendent of Public Instruction, may recommend to the State Board of Education that a given book adopted indefinitely is unsatisfactory or may be greatly improved by the adoption of a new book or books.

In the event that a change of text-books contracted for for an indefinite length of time is deemed necessary by the State Board of Education or by the Text-book Commission, the publisher shall be given at least three months notice prior to the first of May, and at the expiration of which time the State Board of Education is authorized to adopt from a list submitted by the Text-book Commission a new book or books on said subject. Moreover, the publisher of any text-book desiring to end a contract that has been extended indefinitely shall give the State Board of Education at least three months notice prior to the first day of May. In either event, when it becomes necessary to substitute a new book for an old one on the adopted list, the State Board of Education shall call for new recommendations from the Text-book Commission on that book and proceed as in the first instance.

Sec. 322. Classification of text-books. The text-books in use in the public schools are hereby divided into two classes: (1) major subjects, which include readers, arithmetics, language and grammar, history and geography; and (2) all other books on all other subjects shall be considered as minor subjects.

Sec. 323. Basal and supplementary books. All subjects on which text-

books are to be adopted by the State Board of Education shall be the basal books, and all other books necessary to complete the course of study shall be supplementary books.

Sec. 324. Adoption of supplementary books. County boards of education and boards of trustees are hereby authorized to select supplementary books necessary to complete the course of study for the schools. But said supplementary books shall neither displace nor be used to the exclusion of the basal books.

Sec. 325. The text-book commission. The Governor and the Superintendent of Public Instruction shall appoint a text-book commission composed of seven members to be selected from among the teachers, supervisors, principals, and superintendents actually engaged in school work in the State, to serve for five years or until their successors are appointed and qualified, and the Governor and Superintendent of Public Instruction shall have authority to fill any vacancy that may occur in the Text-book Commission, or to remove for sufficient cause any member of the commission.

Sec. 326. Organization of commission. Immediately after the appointment of the Text-book Commission the Superintendent of Public Instruction shall cause said Text-book Commission to meet in his office and organize by electing a chairman and secretary, and shall adopt such rules and regulations to govern their work as may be deemed necessary, subject to the approval of the State Superintendent of Public Instruction. The work of the Text-book Commission shall then be apportioned among the members, and the rules and regulations governing its work shall be published in the daily papers, and a copy shall be sent to all publishers that may submit bids and samples of books for adoption.

The several members of the Text-book Commission may work independently, seeking information from every legitimate source, but if the members of the Text-book Commission receive information from representatives of book companies they shall keep a record of each such visit and the purpose of the visit.

Sec. 327. Compensation of commission. Each member of the Text-book Commission shall be paid out of any funds under the control of the State Board of Education upon the approval of the budget bureau, on the requisition of the Superintendent of Public Instruction, two hundred dollars (\$200) for services, and, in addition, the necessary traveling expenses authorized by the Superintendent of Public Instruction: *Provided*, that the chairman of this commission shall be paid two hundred and twenty-five dollars (\$225). The members so appointed shall serve for a period of five years, or until their successors are appointed, and shall be subject to the call of the State Board of Education at any time during their term of service: *Provided further*, that for any service rendered more than one year after appointment each member shall be paid a per diem of five dollars (\$5) and necessary traveling expenses.

Sec. 328. Duties of commission. The Text-book Commission shall first prepare, subject to the approval of the Superintendent of Public Instruction, and publish at the expense of the State, an outline course of study setting forth what subjects shall be taught in each of the elementary grades. It shall give in outline the number of basal and supplementary

books on each subject to be used in each grade, in accordance with law. All subjects on which books are to be adopted by the State Board of Education shall be basal books, and all others shall be considered supplementary books.

After the outline course of study has been prepared and published the Text-book Commission shall then prepare a multiple list of basal books to be submitted to the State Board of Education. The multiple list shall contain not more than six books or series of books on all subjects where two basal books or series of books are to be adopted, and not more than four basal books for each of the other subjects in the course of study for each grade.

On or before February first, one thousand nine hundred and twenty-two, the chairman of the Text-book Commission shall submit to the Superintendent of Public Instruction a report setting forth the multiple list of books that have been selected in conformity with the outline course of study. No book shall be included in the multiple list that a majority of the Text-book Commission deems unsuitable, or that does not conform to the outline course of study.

The Text-book Commission shall report whether any of the major subjects containing a series of books may be divided, taking one part from one series and another part from another series of books on the same subject, and the commission's report in this respect shall be binding on the State Board of Education.

Sec. 329. **State Board of Education makes all contracts.** The State Board of Education shall make all needful rules and regulations governing the advertisement for bids, when and how prices shall be submitted, when and how sample books for adoption shall be submitted, the nature of the contract to be entered into between the State Board of Education and the publishers, the nature and kind of bond, if any is necessary, and all other needful rules and regulations governing the adoption of books for the elementary schools not otherwise specified in this act. After a contract has been entered into between the State Board of Education and the publisher, if the publisher shall fail to keep its contract as to prices, distribution of books, etc., the Attorney-General shall bring suit against said company, when requested by the State Board of Education, for such amount as may be sufficient to enforce the contract or to compensate the State because of the loss sustained by a failure to keep this contract.

Sec. 330. **Not more than one major subject to be changed in any one year.** At the expiration of the present contracts between the State Board of Education and the publishers not more than one major and two minor subjects shall be changed in any one year, provided satisfactory arrangements as to prices and distribution may be made.

Sec. 331. **Publishers to register all agents or employees.** Publishers submitting books for adoption shall register in the office of the State Superintendent of Public Instruction all agents or other employees of any kind authorized to represent said company in the State, and this registration list shall be open to the public for inspection.

Sec. 332. **Contracts now in force not affected.** All contracts heretofore entered into between publishers and the State of North Carolina shall in no wise be affected by amendments to chapter 145, Public Laws 1921.

METHOD OF DISTRIBUTION

RETAIL CONTRACT

NORTH CAROLINA—Wake County.

WHEREAS, the State Board of Education of the State of North Carolina, under the authority vested in, and conferred upon, it by Article 30, Chapter 136, Public Laws of 1923, now III C. S. 5730-5742, and in full compliance therewith, has adopted for exclusive basal use in the public elementary schools of the State for a period of five years from and after June 1, 19____, the hereinafter named books or publications, and has reached an agreement with the publishers thereof for the sale and distribution of said books or publications to the children and patrons of the public schools and other citizens of the State;

NOW, THEREFORE, this contract made and entered into this_____ day of _____, 19____, by and between the State Board of Education of the State of North Carolina, through and by _____, Governor, and President of said Board, and _____, State Superintendent of Public Instruction, and Secretary of said Board, party of the first part, and _____, a corporation of the City of _____, State of _____, party of the second part,

WITNESSETH:

That the said party of the second part, for and in consideration of the adoption of certain of its books or publications as hereinafter named, at the prices and on the conditions hereinafter stated, for use in the elementary schools of North Carolina for a period of five years from and after June 1, 19____, covenants and agrees with the party of the first part as follows:

1. **Central Depository.** It is hereby understood and agreed that, for the purposes of this contract, the expression "a central depository", when and where used in this instrument, shall mean a central joint agency of the party of the second part and such other publishers, holding contracts to supply books for use in the elementary schools of the State, as may be designated for such purpose by the State Board of Education, from which central agency, any local depository, duly constituted under the terms of this contract, may, at all times, secure on consignment any and all books or publications of such designated publishers, which are listed and adopted for use in the elementary schools of the State, in sufficient quantities to supply the public demand therefor.

2. **Local Depository.** It is hereby understood and agreed that, for the purpose of this contract, the expression "a local depository", when and where used in this instrument, shall mean a joint local agency of the party of the second part and such other publishers, holding contracts to supply books for use in the elementary schools of the State, as may be designated for such purpose by the State Board of Education, from which local agency, any public school child, patron of the public schools, or citizens of the State, may, at all times, during the regular hours of business, purchase any and all books and / or publications of such pub-

lishers, which are listed and adopted for use in the elementary schools of the State.

3. **Exchange Retail Price.** It is further understood and agreed that, for the purposes of this contract, the expression "exchange retail price", when and where used in this instrument, is the price at which a book or publication listed herein may be purchased at retail at a local depository, when exchanged on or before January 1, 19____, for a usable copy of a displaced book or publication of the same subject and grade.

4. The party of the second part covenants and agrees to establish and maintain, jointly with such other publishers, holding contracts to supply books for use in the elementary schools of the State, as may be designated by the State Board of Education, continuously, for the duration of this contract, at least one local depository in each and every county of the State, and such additional local depositories as may be required from time to time; in no case, however, may the publishers be required to establish in any one county more than one such depository for every five thousand children enrolled in the elementary public schools in said county for the next preceding year; *Provided, however*, that no such local depository shall be established in any county where the county board of education undertakes to handle the books and publications of the designated publishers under paragraph six hereof, except upon the written consent of such county board of education.

5. The party of the second part, in conjunction with such other publishers, holding contracts to supply books for use in the elementary schools of the State, as may be designated by the State Board of Education, will establish and maintain one central depository at some reasonably centrally located place within the State.

6. The party of the second part further covenants and agrees to supply promptly said books and publications to the county board of education of any county in the State, if desired by such board, on consignment through the central depository, at the same prices, with the like discounts and upon the same terms for payment, remittance of collections and return of unsold books and publications, as it supplies said books and publications to the local depositories hereinbefore provided for.

7. The party of the second part covenants and agrees that it will supply, by and through the agencies herein provided for and in the manner hereinbefore named, for the period of five years, from and after June 1, 19____, the public school demand in the State of North Carolina, for the following books and publications, at the contract retail and exchange prices hereinafter stated, which prices are to include all expenses and charges in placing the books and publications through the agencies provided for, and in the manner hereinbefore mentioned, into the hands of, and selling the same to, the pupils, patrons of the public schools, and citizens of the State:

	CONTRACT	RETAIL
NAME OF BOOK	RETAIL PRICE	EXCHANGE PRICE

8. The party of the second part covenants and agrees to sell direct to boards of trustees in special charter school districts, to county boards of education, and through county boards of education to consolidated

schools with five hundred or more elementary children, each and every one of the books and publications hereinafter named, and at the price or prices listed in this paragraph, f. o. b.,-----, the publisher's nearest point or points of shipment:

NAME OF BOOK	F. O. B. PRICE	EXCHANGE PRICE
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If during the life of this contract the said books and publications are sold by the party of the second part at a lower price f. o. b.,-----, the publisher's nearest point or points of shipment, than that in this paragraph provided for, the said lower price shall immediately become the price at which the party of the second part will sell said books and publications direct to the trustees of special charter school districts and county boards of education in the State of North Carolina as provided for in this paragraph.

9. The party of the second part covenants and agrees to print on the outside of each and every book and publication mentioned herein the following legend: "The retail price, -----, and the exchange price, -----, on this book are fixed by contract. Any sale at a higher price should be reported to the county superintendent of schools or to the State Superintendent of Public Instruction." During the last year of the adoption the party of the second part may, by and with the consent of the State Board of Education, given in writing, leave off this legend.

10. The party of the second part covenants and agrees that at all times, during the continuance of this contract, the books and publications furnished hereunder shall be equal in all respects to the specimen copies furnished with this bid, and now on deposit in the office of the Superintendent of Public Instruction of the State of North Carolina at Raleigh, and that it will furnish to said Superintendent of Public Instruction copies of any and all of said books and publications, or editions thereof, being sold or furnished by it in any other State, together with the price or prices at which said books and publications, or editions thereof, are being so sold or furnished.

11. That the said party of the second part further covenants and agrees that it has not, within the past twelve months, contracted to sell or exchange the same books and publications that are embraced in this contract at a price below or less than the price or prices herein stipulated; and the said party of the second part further covenants and agrees that if at any time during the period of this contract any book or books, publication or publications herein named, or any editions thereof, similar to the sample now on deposit in the office of the Superintendent of Public Instruction of the State of North Carolina, shall be sold or offered at a lower retail price to any dealer or other person or persons, outside of the State of North Carolina, than the price agreed upon in this contract, then that lower price shall become the contract price between the party of the first part and the party of the second part herein.

12. It is understood and agreed between the parties hereto that this contract is executed under Public Laws of 1923, Chapter 136, Article 30, now III C. S. 5730-5742, and the said statutes are hereby made a part of this contract as fully and to the same extent as though incorporated in the body hereof; and that the State Board of Education, party of the first part, shall not be liable to the party of the second part in

any sum whatever or in any manner in consequence of the execution of this contract; but that the said party of the second part shall rely solely, exclusively and entirely for its pay and consideration upon the proceeds of the sale of the books and publications provided for herein.

13. That the party of the second part further covenants and agrees that at the time of the execution of this contract it will execute and deliver to the party of the first part a bond in the sum of not less than two thousand nor more than fifteen thousand dollars, to be fixed by the State Board of Education and payable to the State of North Carolina, conditioned for the faithful, honest, and exact performance of this contract, and that the same shall provide for the payment of attorneys' fees of the party of the first part by the party of the second part in case of recovery in any suit upon the same, with three or more good and solvent sureties, actual citizens and residents of the State of North Carolina, or any guaranty company authorized by law to do business in the State of North Carolina, as surety on the said bond; and that the bond so executed and delivered by the party of the second part to the party of the first part shall not be exhausted by a single recovery, but may be sued on from time to time, until the full amount thereof shall be recovered; and should the State Board of Education at any time during the continuance of this contract, require additional security or additional bond for the faithful performance of the same, or of the matters and things stipulated to be performed by the party of the second part, the said party of the second part, after thirty days' notice, will give additional security or execute and deliver an additional bond.

IN WITNESS WHEREOF, the State Board of Education of the State of North Carolina has caused this contract to be executed by _____, Governor, and President thereof, and _____, Superintendent of Public Instruction, and Secretary thereof, and the Great Seal of the State to be attached hereto, and the said _____, party of the second part, has caused the same to be executed by its President (Vice-President) and attested by its Secretary, and its common seal to be hereto affixed, all by an order and resolution of its Board of Directors.

THE STATE BOARD OF EDUCATION

By _____
Governor, and President.

Superintendent of Public Instruction, and Secretary.

By _____
President (Vice-President).

Attest:

Secretary.

WHOLESALE CONTRACT

NORTH CAROLINA—Wake County.

WHEREAS, the State Board of Education of the State of North Carolina, under authority vested in, and conferred upon, it by Article 30, Chapter 136, Public Laws of 1923, now III C. S. 5730-5742, and in full compliance therewith, has adopted the _____ herein-after named for exclusive basal use in the public elementary schools of the State, and _____ hereinafter named for co-basal use in the public elementary schools of the State, all for an indefinite period from and after June 1, 1928, and has reached an agreement with the publishers thereof for the sale and distribution of said books or publications to the children and patrons of the public schools and other citizens of the State:

NOW, THEREFORE, this contract made and entered into this _____ day of _____, 1928, by and between the State Board of Education of the State of North Carolina, through and by Angus W. McLean, Governor, and President of said board, and A. T. Allen, State Superintendent of Public Instruction, and Secretary of said board, party of the first part, and the _____, a corporation of the State of _____, with its principal place of business at _____, in the State of _____, party of the second part,

WITNESSETH:

That the said party of the second part, for and in consideration of the adoption of certain of its books or publications as hereinafter named at the prices and on the conditions hereinafter stated, for use in the public elementary schools of North Carolina for an indefinite period from and after June 1, 1928, covenants and agrees with the party of the first part as follows:

1. **Local depository.** It is hereby understood and agreed that, for the purposes of this contract, the expression "a local depository", when and where used in this instrument, shall mean the business house of the local merchant or dealer from which local merchant or dealer any public school child, patron of the public schools, or citizen of the State, may, at all times, during the regular hours of business, purchase any and all books and / or publications of the said party of the second part, which are listed and adopted for use in the public elementary schools of the State.

2. **Indefinite period.** It is hereby understood and agreed that, for the purposes of this contract, the expression "an indefinite period", when and where used in this instrument, shall mean a period of not less than one nor more than five years. If, at any time during such period of not less than one nor more than five years, the State Board of Education finds any book or publication hereinafter named unsatisfactory, it may adopt a new book in the place of any such books or publications. If the State Board of Education desires to consider the adoption of another book or publication in the place of any of those hereinafter named, it will give notice thereof and of the termination of this contract to the party of the second part on or before January 31 of the year in which

it may desire to so terminate the contract. The party of the second part may give like notice to the State Board of Education on or before January 31 of the year in which it so desires to terminate this contract. If neither party gives such notice on or before January 31 of any year, this contract shall remain in force for at least one year beginning June 1 of the calendar year in which no notice of termination has been so given by either party.

3. The party of the second part covenants and agrees to sell and furnish during the life and continuance of this contract direct to city and county boards of education, boards of trustees in special charter school districts, county depositories, local dealers or local depositories, each and every one of the books and publications hereinafter named, and at the net wholesale price or prices listed in this paragraph f. o. b.-----
-----:

NAME OF BOOK

NET WHOLESALE F.O.B. PRICE

4. It is further understood and agreed between the parties hereto that the said State Board of Education, party of the first part, hereby fixes the hereinafter named retail prices as the maximum prices at which the said books or publications may be sold by county boards of education, boards of trustees in special charter school districts, county depositories, local dealers or local depositories, to the pupils, patrons of the schools, and citizens of the State, as follows:

NAME OF BOOK

RETAIL PRICE FIXED BY
STATE BOARD OF EDUCATION

5. The county board of education of any county in the State may, if it desires and elects to do so, act as the sole and exclusive depository in said county. In those counties where the county board of education does not act as county depository, the party of the second part will arrange with one or more reputable dealers to act as a local depository and to keep promptly and constantly on hand a supply of the herein named books and publications sufficient to meet the local public school demand therefor, but in no case will the said party of the second part be required to establish in any one county more than one such local depository for every 5,000 children enrolled in the elementary public schools in said county for the next preceding year. In the selection of a dealer or merchant to act as a local depository, the party of the second part will seek the advice of the county superintendent of schools, and will so far as practicable secure the same dealers in each and every county who handle other books in use under the State adoption contract.

6. The party of the second part covenants and agrees that it will print plainly on the outside of each and every book and publication mentioned herein the following legend: "The retail price, \$-----, is fixed by the State Board of Education, and any increase thereon should be reported to the County Superintendent of Schools or to the State Superintendent of Public Instruction". At anytime during the life of this contract the publisher may, with the consent of the State Board of Education, change or modify this requirement.

7. The party of the second part covenants and agrees that at all times during the continuance of this contract, the books and publications

furnished hereunder shall be equal in all respects to the specimen copies furnished with this bid, and now on deposit in the office of the Superintendent of Public Instruction of the State of North Carolina at Raleigh, and that it will furnish to said Superintendent of Public Instruction copies of any and all of said books and publications, or editions thereof, being sold or furnished by it in any other state, together with the price or prices at which said books and publications, or editions thereof, are being so sold or furnished.

8. The party of the second part further covenants and agrees that it has not, within the past twelve months, contracted to sell the same books and publications that are embraced in this contract at a net wholesale price below or less than the net wholesale prices named herein; and the said party of the second part further covenants and agrees that if at any time during the period of this contract any book or books, publication or publications herein named, or any editions thereof, similar to the sample now on deposit in the office of the Superintendent of Public Instruction of the State of North Carolina shall be sold or offered at a lower net wholesale price to any dealer or any person or persons outside of the State of North Carolina than the net wholesale price agreed upon in this contract, then such net lower wholesale price shall become the contract price between the party of the first part and the party of the second part herein.

9. It is understood and agreed between the parties hereto that this contract is executed under Public Laws of 1923, Chapter 136, Article 30, now III C. S. 5730-5742, and the said statutes are hereby made a part of this contract as fully and to the same extent as though incorporated in the body hereof; and that the State Board of Education, party of the first part, shall not be liable to the party of the second part in any sum whatever or in any manner in consequence of the execution of this contract; but that the said party of the second part shall rely solely, exclusively and entirely for its pay and consideration upon the proceeds of the sale of the books and publications provided for herein.

10. That the party of the second part further covenants and agrees that at the time of the execution of this contract it will execute and deliver to the party of the first part a bond in the sum of not less than two thousand nor more than fifteen thousand dollars, to be fixed by the State Board of Education and payable to the State of North Carolina, conditioned for the faithful, honest, and exact performance of this contract, and that the same shall provide for the payment of attorneys' fees of the party of the first part by the party of the second part in case of recovery in any suit upon the same, with three or more good and solvent sureties, actual citizens and residents of the State of North Carolina, or any guaranty company authorized by law to do business in the State of North Carolina, as surety on the said bond; and that the bond so executed and delivered by the party of the second part to the party of the first part shall not be exhausted by a single recovery, but may be sued on from time to time, until the full amount thereof shall be recovered; and should the State Board of Education at any time during the continuance of this contract, require additional security or additional bond for the faithful performance of the same, or of the matters and things stipulated to be performed by the party of the second part, the

said party of the second part, after thirty days' notice, will give additional security or execute and deliver an additional bond.

IN WITNESS WHEREOF, the State Board of Education of the State of North Carolina has caused this contract to be executed by Angus W. McLean, Governor, and President thereof, and A. T. Allen, Superintendent of Public Instruction, and Secretary thereof, and the Great Seal of the State to be attached hereto, and the said _____, party of the second part, has caused the same to be executed by its President (Vice-President) and attested by its Secretary, and its common seal to be hereto affixed, all by an order and resolution of its Board of Directors.

THE STATE BOARD OF EDUCATION

By _____
Governor, and President.

Superintendent of Public Instruction, and Secretary.

By _____
President (Vice-President).

Attest:

Secretary.

BOND FORM

STATE OF NORTH CAROLINA.

KNOW ALL MEN BY THESE PRESENTS, That _____,
 doing business in the city of _____, State of _____,
 as principal, and _____, as surety, are held and
 firmly bound unto the State of North Carolina in the penal sum of
 _____ thousand dollars, to the payment of
 which sum we bind ourselves, our heirs, assigns, successors, and repre-
 sentatives.

Given under our hands and seals, this the _____ day of _____
 19____.

The condition of this bond is that if the said _____
 shall well and truly observe, keep, maintain, and preserve, the terms of
 the agreement hereto attached, made with the State Board of Education
 of the State of North Carolina for the sale, supply, distribution, and fur-
 nishing of text-books mentioned in the said contract for the public schools
 in the said State of North Carolina, and shall faithfully, honestly, and
 exactly perform their said contract, and shall do the acts and deeds as
 by said agreement and the laws of the State are required and enjoined,
 and will pay all reasonable attorneys' fees in case of recovery in any suit
 upon this bond, the same shall be null and void; otherwise, in full force
 and effect. And it is further provided, as required by the law of the
 State of North Carolina establishing a Text-book Commission, and so
 understood and agreed by both principal and sureties hereto, that this
 bond shall not be exhausted by a single recovery, but may be sued on
 from time to time until the full amount thereof shall be recovered.

WITNESS our hands and seals, this the ____ day of _____ 19____.

STATE ADOPTED LIST

RETAIL CONTRACT

Grade	Text and Publisher	F. O. B. Price to Boards of Education	Contract Retail Price
ARITHMETIC			
2	FIRST JOURNEYS IN NUMBERLAND. (<i>Scott, Foresman & Co.</i>)	\$.39	\$.45
	SCHOOL ARITHMETIC. (<i>Ginn & Co.</i>)		
3-5	Book I	.48	.56
6-7	Book II	.60	.69

HISTORY

5	FIRST BOOK IN UNITED STATES HISTORY. (<i>D. C. Heath & Co.</i>)	.64	.74
6 (First half)	A YOUNG PEOPLE'S HISTORY OF NORTH CAROLINA. (<i>Alfred Williams & Co.</i>)	.675	.75
	(See wholesale list for text for second half term.)		
7	A HISTORY OF THE PEOPLE OF THE UNITED STATES. (<i>D. C. Heath & Co.</i>)	.91	1.05

LANGUAGE

THE OPEN DOOR LANGUAGE SERIES. (<i>Houghton Mifflin Co.</i>)*			
3	Third Grade (For optional use)	.36	.40
4	Fourth Grade	.37	.41
5	Fifth Grade	.37	.41
6	Sixth Grade	.37	.41
7	Seventh Grade	.41	.46

READING

Two primers, two first readers, two second readers and two third readers are required for basal use in the first, second and third grades, respectively.

READING LITERATURE. (<i>Row, Peterson & Co.</i>)			
1	Primer	.36	.40
1	First Reader	.396	.44
2	Second Reader	.432	.48
3	Third Reader	.477	.53
THE CHILD'S WORLD. (<i>Johnson Publish'g Co.</i>)			
1	Primer	.35	.40
1	First Reader	.393	.45
2	Second Reader	.433	.50
3	Third Reader	.48	.55

* This Language Series also may be secured in a two book edition: Book I, Fourth and Fifth Grades, f. o. b. price to boards of education, \$.46 and contract retail price \$.51; Book II, Sixth and Seventh Grades, f. o. b. price to boards of education \$.52 and contract retail price \$.58.

<i>Grade</i>	<i>Text and Publisher</i>	<i>F. O. B. Price to Boards of Education</i>	<i>Contract Retail Price</i>
	STUDIES IN READING (<i>University Pub. Co.</i>)		
4	Fourth Grade	\$.60	\$.67
5	Fifth Grade .....	.63	.70
6	Sixth Grade .....	.63	.70
7	Seventh Grade .....	.66	.74

AGRICULTURE OR ELEMENTARY SCIENCE

7	STUDIES IN ELEMENTARY SCIENCE. (<i>Row, Peterson & Co.</i>)90	1.00
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HEALTH EDUCATION

4	BOYS AND GIRLS OF WAKE UP TOWN. (<i>Ginn & Co.</i>) (For optional use)57	.66
	MALDEN HEALTH SERIES. (<i>D. C. Heath & Co.</i>)		
5	Health .....	.54	.63
6	Cleanliness and Health .....	.60	.69
7	BUILDING STRONG BODIES. (<i>Houghton Mifflin Co.</i>) (For optional use) .....	.61	.68
Teachers' Use	OUR HEALTH HABITS. (<i>Rand McNally & Co.</i>) ..	1.50	1.73

ERRATA

The exchange prices on the new books under contract as of June 1, 1928 were inadvertently omitted from the above list. Therefore, we are printing here for these books these exchange prices together with the other prices:

LANGUAGE

THE OPEN DOOR LANGUAGE SERIES—(*Houghton-Mifflin Co.*)

FOUR BOOK EDITION

	<i>F.O.B. Exchange Price</i>	<i>F.O.B. to Boards</i>	<i>Retail Exchange Price</i>	<i>Contract Retail Price</i>
Fourth Grade	\$.343	\$.37	\$.37	\$.41
Fifth Grade .....	.343	.37	.37	.41
Sixth Grade .....	.343	.37	.37	.41
Seventh Grade .....	.378	.41	.42	.46

TWO BOOK EDITION

Book I .....	.427	.46	.46	.51
Book II .....	.483	.52	.53	.58

HEALTH EDUCATION

MALDEN HEALTH SERIES—(*D. C. Heath & Company*)

Health	\$.51	\$.54	\$.59	\$.63
Cleanliness and Health .....	.56	.60	.65	.69

TEACHERS TEXT IN LANGUAGE

For teachers' use in the first, second and third grades, LANGUAGE TRAINING, *Newson & Company*, is authorized by the State Board of Education to be listed at the following prices:

F. O. B. price to boards of education	\$.60
Retail price .....	.69

TEXT IN AMERICANISM

OUR DUAL GOVERNMENT—(*Rand McNally & Company*)

(For use in sixth, seventh and eighth grades.)

Contract retail price	\$1.00
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WHOLESALE CONTRACT

Grade	Text and Publisher	Net	Retail
		Wholesale Price	Fixed by State Bd. Education
		F. O. B. Price	

HISTORY

6 (Second half)	OUR ANCESTORS IN EUROPE. (<i>Silver Burdett & Co.</i>)	\$.84	\$.97
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GEOGRAPHY

	ESSENTIALS OF GEOGRAPHY. (<i>American Book Co.</i>)		
4-5	Book I	1.05	1.21
6-7	Book II (with North Carolina Supplement)	1.47	1.69

SPELLING

	THE MASTERY OF WORDS. (<i>Iroquois Publishing Co.</i>)		
1-5	Book I	.30	.35
6-7	Book II	.26	.30

MUSIC

Schools may choose between the two adopted music texts.

	PROGRESSIVE MUSIC SERIES. (<i>Silver, Burdett & Co.</i>)		
2-3	Book I	.51	.59
4-5	Book II	.54	.63
6	Book III	.57	.66
7	Book IV	.81	.94
2-7	One Book Course	.57	.66
	HOLLIS DANN MUSIC COURSE. (<i>American Book Co.</i>)		
2	First Year	.57	.66
3	Second Year	.39	.45
4	Third Year	.39	.45
5	Fourth Year	.45	.52
6	Fifth Year	.45	.52
7	Sixth Year	.54	.62
4-5	Third and Fourth Years Combined	.75	.87
6-7	Fifth and Sixth Years Combined	.90	1.04

CIVICS

6-7	ELEMENTARY COMMUNITY CIVICS. (<i>Allyn & Bacon</i>)	.90	1.03
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WRITING

	PALMER METHOD OF BUSINESS WRITING. (<i>A. N. Palmer Co.</i>)		
	(For schools now using it and desiring to continue using it.)		
1-3	Book I	.10	.12
4-7	Book II	.16	.19
	Teachers' Manual for Primary Grades	Free	Free

DRAWING

	PRACTICAL DRAWING, Seven Book Series. (<i>Practical Drawing Co.</i>)		
1-4	Books I-IV (each)	.1125	.14
5-7	Books V-VII (each)	.15	.18
	Practice paper and Kraft envelopes	.0375	.05

BOOKS BY GRADES

	Retail Price		Retail Price
FIRST GRADE		FIFTH GRADE	
Reading Literature, Primer	\$.40	Studies in Reading, Book 5	\$.70
Child's World, Primer .....	.40	Open Door Language, Fifth Grade††† .....	.41
Child's World, First Reader .....	.45	School Arithmetic, Book II .....	.69
Reading, Literature, First Reader .....	.44	Essentials of Geography, Book I	1.21
The Mastery of Words, Book I .....	.35	First Book in United States History .....	.74
Zaner Writing Method, Book I, or .....	.09	The Mastery of Words, Book I .....	.35
Palmer Method of Business Writing,		Health .....	.63
Book I* .....	.12	Zaner Writing Method, Book V, or .....	.09
Industrial Art, Book I** .....	.25	Palmer Method of Business Writing,	
Practical Drawing, Book I** .....	.14	Book II* .....	.19
SECOND GRADE		Industrial Art, Book II** .....	.33
Reading Literature, Second Reader .....	.48	Practical Drawing, Book V** .....	.18
Child's World, Second Reader .....	.50	Progressive Music Series, Book II† .....	.63
First Journeys in Numberland .....	.45	Hollis Dann Music Series, Book IV† .....	.52
The Mastery of Words, Book I .....	.35	SIXTH GRADE	
Zaner Writing Method, Book II, or .....	.09	Studies in Reading, Book VI .....	.70
Palmer Method of Business Writing,		Open Door Language, Sixth Grade††† .....	.41
Book I* .....	.12	School Arithmetic, Book II .....	.69
Industrial Art, Book I** .....	.25	Essentials of Geography, Book II	1.69
Practical Drawing, Book II** .....	.14	A Young People's History of North	
Progressive Music Series, Book II† .....	.59	Carolina .....	.75
Hollis Dann Music Series, Book I*** .....	.66	Our Ancestors in Europe .....	.97
THIRD GRADE		Cleanliness and Health .....	.69
Reading Literature, Third Reader .....	.53	Elementary Community Civics	1.03
Child's World, Third Reader .....	.55	The Mastery of Words, Book II .....	.30
Open Door Language, Third Grade†† .....	.40	Zaner Writing Method, Book III, or .....	.09
School Arithmetic, Book I .....	.56	Palmer Method of Business Writing,	
The Mastery of Words, Book I .....	.35	Book II* .....	.19
Zaner Writing Method, Book III, or .....	.09	Industrial Art, Book III** .....	.33
Palmer Method of Business Writing,		Practical Drawing, Book VI** .....	.18
Book I* .....	.12	Progressive Music Series, Book III† .....	.66
Industrial Art, Book II** .....	.33	Hollis Dann Music Series Book V† .....	.52
Practical Drawing, Book III** .....	.14	SEVENTH GRADE	
Progressive Music Series, Book I† .....	.59	Studies in Reading, Book 7 .....	.74
Hollis Dann Music Series, Book II*** .....	.45	Open Door Language, Seventh Grade††† .....	.46
FOURTH GRADE		School Arithmetic, Book II .....	.68
Studies in Reading, Book 4 .....	.67	Essentials of Geography, Book II	1.69
Open Door Language, Fourth Grade††† .....	.41	A History of the People of the	
School Arithmetic, Book I .....	.56	United States	1.05
The Mastery of Words, Book I .....	.35	Building Strong Bodies†† .....	.68
Essentials of Geography, Book I	1.21	Elementary Community Civics	1.03
Boys and Girls of Wake Up Town† .....	.66	Studies in Elementary Science	1.00
Zaner Writing Method, Book IV, or .....	.09	The Mastery of Words, Book II .....	.30
Palmer Method of Business Writing,		Zaner Writing Method, Book VII, or .....	.09
Book II* .....	.19	Palmer Method of Business Writing,	
Industrial Art, Book II** .....	.33	Book II* .....	.19
Practical Drawing, Book IV** .....	.14	Industrial Art, Book IV** .....	.33
Progressive Music Series, Book II† .....	.63	Practical Drawing, Book VII** .....	.18
Hollis Dann Music Series, Book IV† .....	.45	Progressive Music Series, Book IV† .....	.94
		Hollis Dann Music Series, Book VI† .....	.62

* For schools now using it and desiring to continue it.

** Select either one of the two texts on drawing.

*** Select either one of the two series of music books.

† Or a one-book course for grades 2-7, \$.66.

†† For optional use.

††† Or the two-book course; Book I, fourth and fifth grades, \$.51; and Book II, sixth and seventh grades, \$.53.

† Or the two-book series; Books III and IV, \$.87; Books V and VI, \$1.04.

SUPPLEMENTARY LIST

Recommended for use after the adopted books have been completed.

Price F. O. B.
Publisher

READING

GRADE 1.	STORY STEPS PRIMER. (<i>Silver, Burdett & Co.</i>)	\$.45
	STORY HOUR FIRST READER. (<i>American Book Co.</i>)	.45
GRADE 2.	CHERRY TREE CHILDREN. (<i>Little, Brown & Co.</i>)	.52
	STORY HOUR SECOND READER. (<i>American Book Co.</i>)	.54
GRADE 3.	ESKIMO TWINS. (<i>Houghton Mifflin Co.</i>)	.66
	DUTCH TWINS. (<i>Houghton Mifflin Co.</i>)	.66
	STORY HOUR THIRD READER. (<i>American Book Co.</i>)	.57
	McMURRY'S ROBINSON CRUSOE	.50
	(<i>Public School Publishing Co.</i>)	
GRADE 4.	MERRY ANIMAL TALES. (<i>Little, Brown & Co.</i>)	.64
	READING LITERATURE IV. (<i>Row, Peterson & Co.</i>)	.51
	THE SILENT READER IV. (<i>John C. Winston Co.</i>)	.59
	LITTLE AMERICAN HISTORY PLAYS	.84†
	(<i>Benj. H. Sanborn & Co.</i>)	
GRADE 5.	THE EUGENE FIELD BOOK. (<i>Chas. Scribner's Sons</i>)	.72†
	READING LITERATURE V. (<i>Row, Peterson & Co.</i>)	.57
	THE SILENT READER V. (<i>John C. Winston Co.</i>)	.62
	AMERICA FIRST. (<i>Chas. Scribner's Sons</i>)	.72†
GRADE 6.	HIAWATHA READER. (<i>Farquhar & Albright Co.</i>)	.48
	READING LITERATURE VI. (<i>Row, Peterson & Co.</i>)	.63
	THE SILENT READER VI. (<i>John C. Winston Co.</i>)	.63
	GREAT INVENTORS AND THEIR INVENTIONS	.60
	(<i>American Book Co.</i>)	
GRADE 7.	THE MAN WITHOUT A COUNTRY. (<i>Chas. E. Merrill Co.</i>)	.38
	THE SILENT READER VII. (<i>John C. Winston Co.</i>)	.65
	THE COURTSHIP OF MILES STANDISH.	
	(<i>Houghton Mifflin Co.</i>) Paper	.21
	Cloth	.33
	IRVING'S SKETCH BOOK. (<i>Houghton Mifflin Co.</i>)	.42

LANGUAGE

No Supplementary Text.

ARITHMETIC

GRADES 3-7.	EVERY DAY ARITHMETIC, A Practical Mental Arithmetic.	.36
	(<i>Little, Brown & Co.</i>)	

GEOGRAPHY

GRADE 3.	AROUND THE WORLD WITH THE CHILDREN	.54
	(<i>American Book Co.</i>)	
	GEOGRAPHY FOR BEGINNERS. (<i>Rand, McNally & Co.</i>)	.67½
	CHILD LIFE IN OTHER LANDS. (<i>Rand McNally & Co.</i>)	.63¾
GRADES 4-7.	THE MERRILL GEOGRAPHIC READERS.	
	(<i>Pioneer Publishing Co.</i>)	
	Book I. Home Geography	.60
	Book II. Our Occupations	.60
	Book III. The Industries of Man	.70
	Book IV. Our Country	.70
GRADES 2-7.	HUMAN GEOGRAPHY. (<i>John C. Winston Co.</i>) Book I	1.02
	AROUND THE WORLD SERIES. (<i>Silver, Burdett & Co.</i>)	
	Book I	.57
	Book II	.63
	Book III	.69
	Book IV	.72
	Book V	.75

† List price.

ELEMENTARY TEXT-BOOKS

*Price F. O. B.
Publisher*

HISTORY

GRADE 3.	HISTORY STORIES OF OTHER LANDS. (<i>Row, Peterson & Co.</i>)	
	Book I. Tales From Far and Near.....	.51
	Book II. Tales of Long Ago.....	.51
	Book III. The Beginnings.....	.60
	Book IV. Lord and Vassal.....	.60
	Book V. The New Liberty.....	.69
	Book VI. The Modern World.....	.69
GRADE 4.	OLD TIME STORIES OF THE OLD NORTH STATE.....	.52
	(<i>D. C. Heath & Co.</i>)	
GRADE 5.	NORTH CAROLINA HISTORY STORIES.....	.60*
	(<i>Johnson Publishing Co.</i>)	
GRADE 6.	MAKERS OF NORTH CAROLINA HISTORY.....	.75
	(<i>Thompson Publishing Co.</i>)	
GRADE 7.	LIFE OF ROBERT E. LEE. (<i>Houghton Mifflin Co.</i>).....	1.23¾
	WOMEN IN AMERICAN HISTORY. (<i>Bobbs-Merrill Co.</i>).....	.75
	JACKSON'S BOYS' LIFE OF BOOKER T. WASHINGTON.....	.66
	(For Negro Schools.) (<i>Macmillan Co.</i>)	

HEALTH

GRADE 3.	KEEP WELL STORIES FOR LITTLE FOLKS.....	.51
	(<i>J. B. Lippincott & Co.</i>)	

CIVICS

GRADE 3.	SAFETY FIRST FOR LITTLE FOLKS. (<i>Chas. Scribner's Sons.</i>)	.64†
GRADE 4.	UNCLE JIM, THE FIRE CHIEF. (<i>Southern Publishing Co.</i>)	.50*
GRADE 5.	I AM AN AMERICAN. (<i>Houghton Mifflin Co.</i>).....	.66
GRADE 6.	A DUTCH BOY FIFTY YEARS AFTER.....	.80†
	(<i>Chas. Scribner's Sons.</i>)	
GRADE 7.	No Supplementary Text.	

SCIENCE

GRADE 5.	STORIES OF LUTHER BURBANK AND HIS PLANT SCHOOL.....	.88†
	(<i>Chas. Scribner's Sons.</i>)	
GRADES 6-7.	OUR BIRD BOOK. (<i>Pioneer Publishing Co.</i>).....	1.00

SPELLING

WEBSTER'S SHORTER SCHOOL DICTIONARY.....	.69
(<i>American Book Co.</i>)	
WEBSTER'S ELEMENTARY SCHOOL DICTIONARY.....	.90
(<i>American Book Co.</i>)	

MUSIC

No Supplementary Text.

WRITING

No Supplementary Text.

DRAWING

No Supplementary Text.

* Retail price.
† List price.

LIST OF PUBLISHERS

Alfred Williams & Co., Raleigh, N. C.
Allyn & Bacon, 611-612 Rhodes Building, Atlanta, Ga.
American Book Company, 88 Lexington Ave., New York, N. Y.
A. N. Palmer Company, 30 Irving Place, New York, N. Y.
Benj. H. Sanborn & Co., 50 Beacon St., Boston, Mass.
Bobbs-Merrill Co., Indianapolis, Ind.
Charles E. Merrill Co., 432 Fourth Ave., New York, N. Y.
Charles Scribner's Sons, Hurt Building, Atlanta, Ga.
D. C. Heath & Co., 63 N. Pryor St., Atlanta, Ga.
Farquhar and Albright Co., 623-633 S. Wabash Ave., Chicago, Ill.
Ginn & Co., 70 Fifth Ave., New York, N. Y.
Houghton Mifflin Company, 4 Park St., Boston, Mass.
Iroquois Publishing Co., Herald Bldg., Syracuse, N. Y.
J. B. Lippincott & Co., E. Washington Square, Philadelphia, Pa.
John C. Winston Co., 1006-1016 Arch St., Philadelphia, Pa.
Johnson Publishing Co., Richmond, Va.
Laidlaw Brothers, 130 E. 25th St., New York, N. Y.
Little, Brown & Co., 34 Beacon St., Boston, Mass.
Macmillan Co., 64-66 Fifth Ave., New York, N. Y.
Mentzer Bush & Co., 2210 S. Park Ave., Chicago, Ill.
Pioneer Publishing Co., Kansas City, Mo.
Practical Drawing Co., Dallas, Texas.
Public School Publishing Co., Bloomington, Ill.
Rand McNally & Co., 536 S. Clark St., Chicago, Ill.
Row, Peterson & Co., Evanston, Ill.
Scott, Foresman & Co., 623 S. Wabash, Ave., Chicago, Ill.
Silver, Burdett & Co., 39 Division St., Newark, N. J.
Southern Publishing Co., 2015 Jackson St., Dallas, Texas.
Thompson Publishing Co., Raleigh, N. C.
University Publishing Co., Lincoln, Neb.
Zaner & Bloser Co., Columbus, O.

Makers
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